

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 23-Jul-2001		4. REQUISITION/PURCHASE REQ. NO. W807PM-1136-2972		5. PROJECT NO.(If applicable)	
6. ISSUED BY VBURG CONSOL CONTRACTING OFC 4155 CLAY ST VICKSBURG MS 39183-3435		CODE DACW38		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. DACW38-01-B-0037			
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 25-Jun-2001			
				10A. MOD. OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Reference Invitation for Bids No. DACW38-01-B-0037 for FC/MR&T, West Bank, Mississippi River Levees, Wilson Point-Point Lookout, Louisiana, Levee Enlargement and Berms, Item 485-R, scheduled to open 26 July 2001 at 1400 Hours. The solicitation is modified as follows: <p style="text-align: center;">BID OPENING DATE</p> <p>A new Bid Opening Date and Time of 21 August 2001, at 1400 Hours, is hereby established.</p>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 23-Jul-2001	

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

PART 1 GENERAL

1.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 400 calendar days after the date the Contractor receives the notice to proceed. The Notice to Proceed will be issued on or about 14 September 2001. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

1.2 LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$665.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. (FAR 52.211-12)

1.3 EXCEPTION TO LIQUIDATED DAMAGES

Since the Contractor's obligations specified in Section 02933 EXISTING TURF MAINTENANCE AND NEW TURF ESTABLISHMENT may extend beyond the completion time specified in paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, these periods and the additional work, if required, will be exempt from liquidated damages provided all other work has been completed.

1.4 CONTRACT DRAWINGS AND SPECIFICATIONS (Aug 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall --

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;

c. Failure to include the above information in a Contractor's invoice will result in the invoice being considered defective under the provisions of the PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS clause of the contract, and it will be returned to the Contractor for correction and resubmission. (CEMVK-OC, 1997)

1.10 TEMPORARY PROJECT FENCING

Temporary project fencing as required by Section 4, "Temporary Facilities", paragraph 04.A.04 of EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual, dated 3 September 1996, is not required on this project.

1.11 AS-BUILT DRAWINGS

This paragraph supplements the Contract Clause SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.

a. As-Built Contract Drawings. The Contractor shall maintain two (2) full-size sets of blue-line prints of the contract drawings depicting in red a record of as-built conditions. The Contractor shall also ~~maintain~~provide a set of electronic CADD format design files. The original CADD format design files will be provided to the Contractor. The exact CADD file format shall be discussed with the Contracting Officer before work commences. These drawings, ~~both electronic and blue-line~~ only, shall be maintained in current condition at all times during the entire contract period. The blue-line drawings shall be updated daily by the Contractor showing all changes from the contract plans which are made in the work, additional information which might be uncovered in the course of construction, and information for future construction reference (such as debris disposed by burying). For levee and berm construction, the riverside toe of completed levee and berm sections shall be plotted on profiles of construction drawings. Levee and berm toe profiles shall depict elevations of newly constructed slope intersection with natural ground and depressions which extend the toe line between routine section surveys. This information shall be recorded on the blue-line prints accurately and neatly by means of details and notes. The electronic files shall be edited to reflect as-built conditions in accordance with the CADD standards. Each month, prior to submitting a request for progress payment, the Contractor shall review the as-built blue-line drawings with the Contracting Officer, and the Contractor shall certify that the as-built drawings are accurate and up-to-date before progress payment is made. The Contractor shall deliver to the Contracting Officer two (2) complete sets of the as-built marked blue-line prints at the time of the final inspection of the project. The as-built drawings shall be identified by entering the words "AS-BUILT DRAWINGS" in letters at least 3/16-inch high, placed below each title block.

b. Electronic drawings and plates shall be prepared as required to present project details. All drawings shall be furnished in a Microstation design file compatible format and provided on ISO 9660 (International Standard Organization) format CD-ROM. All media shall be labeled with the following pertinent information: (1) the save set

name if applicable, (2) the DOS or Windows NT version if applicable, (3) the date of creation, (4) a short description of the contents. A transmittal sheet containing the above information and the file names on each disk shall accompany the media set. Deliverables shall include all design files, cell libraries, matrix menus, database files, font libraries, ASCII xyz files or any other files used in the creation of the project. Two set(s) of electronic drawings on CD-ROM and one paper set of the electronic drawings shall be plotted and provided with all electronic format CADD files showing as-built conditions shall be delivered to the Contracting Officer no later than 60 days after project transfer. All files and backups shall be of current version in operation by the Vicksburg District at time of contract award. The external design file specification, level assignments, line styles, and line weights shall be in accordance with the Tri-Service A/E/C CADD Standards Version 1.7 or latest version. These standards are a product of the Tri-Service CADD/GIS Technology Center at Waterways Experiment Station, Vicksburg, Mississippi. Information on obtaining copies of these standards may be accessed on the Internet World Wide Web at <http://tsc.wes.army.mil>.

c. No separate measurement or payment will be made for providing as-built drawings, as-built shop drawings, electronic drawings and plates, or for any of the work required by this clause, and all costs therefor shall be included in the applicable contract prices contained in the Bidding Schedule.

1.12 PROJECT SIGN (APR 1991)

The Contractor shall fabricate, erect and maintain one sign for project identification. The sign shall be displayed and positioned for reading by passing viewers. The exact location is subject to Contracting Officer's approval. Information for the right side of the project sign shall be as follows:

Title: WILSON POINT - POINT LOOKOUT, LA
 LEVEE ENLARGEMENT AND BERMS
 ITEM 485-R

Project: FLOOD CONTROL, MISSISSIPPI RIVER AND TRIBUTARIES
 WEST BANK, MISSISSIPPI RIVER LEVEES

Contract No: DACW38-01-C-0XXX

Contractor: (Contractor's name and city)

The project identification sign shall meet the requirements specified in the U.S. Army Corps of Engineers Sign (USACES) Standards Manual, EP 310-1-6a and EP 310-1-6b. A copy of the sign standards manual is available for review at the office of the Vicksburg District Sign Program Manager and questions concerning manufacture and installation of the project identification sign may be addressed to:

Vicksburg District Sign Program Manager (Lawran Richter)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

TECHNICAL SPECIFICATIONS

Section 00800 SPECIAL CONTRACT REQUIREMENTS, page 2 has been revised and replaced. In paragraph 1.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984), the second sentence has been revised to state "The Notice to Proceed will be issued on or about 14 September 2001".

Section 01000 GENERAL CONTRACT REQUIREMENTS, pages 7 and 8 have been revised and replaced. Paragraph AS-BUILT DRAWINGS has been revised.

DRAWINGS

Drawing No. 2: Make "pen and ink" change to the landside rights-of-way limit, "R/W LIMIT", as follows:

Transition from 225 feet perpendicular to the rearward tangent of IR 480A to the perpendicular to the forward tangent of IR 480A where it intersects the railroad leveeside property line. Change the rights-of-way limit from 200 feet perpendicular to the forward tangent of IR 480A to the railroad leveeside property line. Moving downstream, change rights-of-way limit to match the railroad leveeside property line until reaching station 980+46, from which it transitions to the indicated rights-of-way limit at station 982+00.

Pages revised by this amendment have the notation "Revised by Amendment 0002" at the bottom of the page. Text added by this amendment is underlined and in bold characters. Text deleted by this amendment is shown as overstruck.

Encls: Section 00800, page 2
Section 01000, pages 7 and 8